

Exhibit A

SUBCONTRACT AGREEMENT



S.A. Number **1183158SA-JXG**

S.A. Date **1/29/2020**

Subcontractor

Restroom Stalls and All
Division of SouthCo Supply Company
1013 Airport St
Gainseville, GA 30501

Josh Williams
1-844-81-STALL
678-357-6629 (cell)

Contractor Bill-To Address

LaForce, Inc.
Attn: Account Payable
P.O. Box 10068
Green Bay, WI 54307-0068

Please email invoices to: ap@lforceinc.com

Project

Harrah's Cherokee Casino Resort
777 Casino Drive
Cherokee, NC 28719

Contractor Representative

Justin Gabriel – Division 10 Project Manager
jgabriel@lforceinc.com
920-490-2237

Notes:

LaForce Job: #43967

Plans dated 04/29/2019 and Specifications included.
Subcontractor proposal dated 09/26/2019 (for reference purposes only).

Other inclusions:

Site Specific Safety Plan
Activity Hazard Analysis Reports (AHAs)
SDS Sheet
OSHA 30 for supervision on site
Competent Person Form
First Aid Certification with CPR/AED
Attendance at Safety Training Orientation

Prime Contractor/Owner Rep: Whiting-Turner Contracting Company

Subcontract Price: \$280,000.00
Retainage: 10%.

Reference SA#1183158 on all billings.

Subcontract Term and Conditions

1. In consideration of the mutual covenants and agreements contained herein, the SUBCONTRACTOR desires and agrees to furnish and maintain all labor, supervision, materials, supplies, services, drawings, machinery, tools, equipment, hoisting, cartage, insurance, staging, temporary water, power, heat, and all other things necessary to perform and complete in accordance with plans, specifications, general conditions and addenda thereto, that portion of the work generally referred to as: Doors and Hardware Installation. It being understood, that the SUBCONTRACTOR has made a reasonable sight inspection of the project site and plans and specifications and addenda thereto, it being the prime purpose of this agreement to provide for the performance and completion of this SUBCONTRACTOR'S particular branch of subcontract work.
2. Contractor agrees to pay to the SUBCONTRACTOR for the full and faithful performance of this work subject to additions and deductions for changes and or charges, within thirty (30) days after Contractor's receipt of an accurate billing from SUBCONTRACTOR in an amount equal to ninety percent (90%) of the Subcontract value of the work performed by the SUBCONTRACTOR. The retained percentage shall be paid to SUBCONTRACTOR within five (5) days after full completion and final acceptance of all work to be performed in connection with this Subcontract and Contractor's receipt of an accurate retainage billing from SUBCONTRACTOR.

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3. Upon notice from Contractor, reasonable amounts may be stopped or withheld if the SUBCONTRACTOR'S progress and workmanship are not satisfactory; and the SUBCONTRACTOR, if requested, before receiving any payment, shall furnish Contractor a notarized affidavit setting forth that all labor, materials and other things used by the SUBCONTRACTOR in the performance of his work have been paid in full and lien waivers and releases therefrom furnished to Contractor. Contractor reserves the right to withhold from any payment to SUBCONTRACTOR an amount reasonably sufficient to satisfy all obligations of SUBCONTRACTOR under this Subcontract, or for payment for labor and materials furnished to, or for the benefit of, the SUBCONTRACTOR in connection with the work required under this Subcontract. Any payment made hereunder prior to completion and acceptance of the project, shall not be construed as evidence of acceptance of any part of SUBCONTRACTOR'S work. Contractor may, at his option, make payments in advance of the terms of payment in this Subcontract without changing or altering any provision as provided herein.
4. Time is of the essence of this Subcontract. The SUBCONTRACTOR agrees to keep himself informed as to the progress of the job. SUBCONTRACTOR will commence work and thereafter prosecute it continuously and diligently to completion, as directed by Contractor. SUBCONTRACTOR shall be governed by such orders as Contractor may give as to the time and sequence in which the component parts of the work shall be done. SUBCONTRACTOR will cooperate in related work and not interfere with the work of Contractor or other subcontractors. SUBCONTRACTOR will provide such shifts and/or overtime necessary to meet SUBCONTRACTOR'S time schedule.
5. The SUBCONTRACTOR agrees to comply with and conform to all laws, ordinances and regulations of Federal, State, County, City and other authorities with respect to the performance of this work and the fulfillment of this agreement; and will pay promptly all fees, permits, licenses, welfare deposits, charges, damages and penalties that may be assessed against the SUBCONTRACTOR or against Contractor on account of SUBCONTRACTOR.
6. To the fullest extent permitted by law, the SUBCONTRACTOR shall indemnify and hold harmless Contractor, and its agents and employees, from and against all claims, damages, fines, losses and expenses, including but not limited to attorneys' fees and cost of defense, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense: (1.) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use therefrom, and (2.) is caused in whole or in part by any negligent act or omission of the SUBCONTRACTOR, anyone directly employed by the SUBCONTRACTOR, or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
7. The SUBCONTRACTOR shall maintain in full force and effect Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation and Employer's Liability Insurance, Excess Liability Insurance and any other insurance coverages or endorsements as required by Contractor. SUBCONTRACTOR will deliver to Contractor a certificate of insurance evidencing the required coverages prior to beginning work.
8. The SUBCONTRACTOR shall not commence work hereunder until and unless related adjacent, or dependent work, services, utilities, and/or materials are acceptable to it and by commencement of its work, SUBCONTRACTOR acknowledges that all said related, adjacent or dependent work, services, utilities and/or materials are acceptable to it and waives any and all claims for damages or extras with respect to defects or failure thereof.
9. The SUBCONTRACTOR shall reimburse Contractor for any fines imposed due to the acts of its own forces, including but not limited to safety and environmental violations.
10. The SUBCONTRACTOR shall not assign this contract, nor sublet any portion thereof, without first obtaining the written consent from Contractor.
11. If the SUBCONTRACTOR fails to perform his work in accordance with this agreement, and should such failure continue for three (3) days after service of a written notice to the SUBCONTRACTOR, specifying the particulars of such failure, served personally or mailed to the SUBCONTRACTOR, then such continuance thereof shall constitute a breach of contract by the SUBCONTRACTOR; and if SUBCONTRACTOR becomes insolvent or makes an assignment for the benefit of creditors, or a composition with creditors, or is a part in a bankruptcy proceeding or arrangement or reorganization proceeding under the Bankruptcy Code, or if a court appoints a receiver or trustee of SUBCONTRACTOR'S assets it shall constitute a breach of contract by the SUBCONTRACTOR, and any such breach as mentioned above shall entitle Contractor to terminate this CONTRACT and take possession of the premises and of all materials, inventory, tools, equipment and appliances of SUBCONTRACTOR and to complete the work himself, or cause the work to be completed by others, and the SUBCONTRACTOR agree to repay all costs and damages (included attorney's fees and court costs) sustained by Contractor on account of such breach of contract.
12. The SUBCONTRACTOR agrees to furnish daily reports to Contractor, if requested, of the locations and occupation upon the work of each of his crews with the number of men in each, and such other reasonable information regarding work as may be requested by Contractor.
13. The SUBCONTRACTOR agrees to clean up and remove all debris, rubbish and surplus materials as the work progresses, and as directed by Contractor and to keep his own work protected until acceptance from damages by the elements and from damage likely otherwise to be occasioned in the performance of construction work and to protect all other parts of the work from damage likely to be caused by the SUBCONTRACTOR'S work, and should any such damage be so caused, agrees to repair the same. SUBCONTRACTOR agrees to protect adjacent property from injury arising out of SUBCONTRACTOR'S work and to make good any such damage or injury.
14. The SUBCONTRACTOR agrees to pay, when due, all claims for labor, and/or materials and/or subcontracts applied on or furnished hereunder, and to prevent the filing of any lien of mechanics or materialmen, or attachments, garnishments or suits involving the title of property upon which the improvements are erected.
15. Contractor may during the progress of said project order in writing deviations, additions or omissions; and the same shall not void this Subcontract, but the agreed or reasonable value thereof shall be added to or deducted from the contract price hereof.

16. Neither the final payment nor any provision in the contract documents shall relieve the SUBCONTRACTOR of responsibility for faulty materials or workmanship; and unless otherwise specified, he shall remedy any defects and pay for any damage resulting therefrom which shall appear within one (1) year from the date of acceptance of the project by Prime Contractor.

17. All work included in this agreement shall conform with project safety requirements established by Prime Contractor or governing agencies.

18. The SUBCONTRACTOR agrees and acknowledges that it has assumed responsibility and liability for safety precautions in connection with the construction means, methods, techniques, sequences, supervision and procedures pertaining to SUBCONTRACTOR's work.

19. SUBCONTRACTOR will comply with and be bound by the same labor-harmony obligations the Contractor has toward the Prime Contractor.

20. This Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations and agreements, either written or oral. Any changes to this agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOFF: Contractor, by its duly authorized agent, and the SUBCONTRACTOR by its duly authorized agent, have executed this agreement the day and year above written.

LAFORCE, INC.
(CONTRACTOR)

SUBCONTRACTOR

By  CEO

By _____

Date 1/29/2020

Date _____